

**AMENDED AND RESTATED
VOTING AGREEMENT**

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VOTING AGREEMENT

THIS AMENDED AND RESTATED VOTING AGREEMENT (this “**Agreement**”), is made and entered into as of June 30, 2020 by and among CasperLabs Holdings AG, a Swiss corporation (the “**Company**”), Adaptive Holdings Ltd, a Cayman Islands exempted company (“**Adaptive Holdings**”), each holder of the Series A Preference Shares, 0.02 CHF par value per share, of the Company (“**Series A Preference Shares**”) listed on Schedule A (together with any subsequent investors, or transferees, who become parties hereto as “**Investors**” pursuant to Subsections 7.1(a) or 7.2 below, the “**Investors**”), and those certain shareholders of the Company listed on Schedule B (together with any subsequent shareholders, or any transferees, who become parties hereto as “**Key Holders**” pursuant to Subsections 7.1 or 7.2 below, the “**Key Holders**,” and together collectively with the Investors, the “**Shareholders**”).

WHEREAS, Adaptive Holdings, the Investors, and Key Holders have previously entered into a Voting Agreement, dated as of June 11, 2019 (the “**Original Agreement**”), whereby in connection with the sale of Series A Preference Shares the parties desired to provide the Investors with the right, among other rights, to designate the election of certain members of the board of directors of Adaptive Holdings in accordance with the terms of the Original Agreement.

WHEREAS, Adaptive Holdings, the Company, the Investors, and the Key Holders have entered into a Share Exchange Agreement, dated June 30, 2020 (the “**Share Exchange Agreement**”), whereby the Investors and Key Holders exchanged all of their shares of Adaptive Holdings for shares of the Company, and which, as of the effective date of the Share Exchange Agreement, caused Adaptive Holdings to become a direct, wholly-owned subsidiary of Company;

WHEREAS, the parties hereto intend for the Company to execute and become a party to this Agreement in place of Adaptive Holdings through substitution and novation, and all of the parties to the Original Agreement intend to execute and become parties to this Agreement;

WHEREAS, in connection with the Share Exchange Agreement and the other transactions contemplated by the Share Exchange Agreement, among other things, on even date herewith, the Company, Investors, and Key Holders are executing an Amended and Restated Investors’ Rights Agreement, an Amended and Restated Right of First Refusal and Co-Sale Agreement, and a Shareholders Agreement, pursuant to which the parties thereto shall be subject to the provisions thereof, including, without limitation, the registration and right of first refusal provisions set forth therein;

WHEREAS, in connection with the Share Exchange Agreement and the other transactions contemplated by the Share Exchange Agreement, among other things, the Company, Adaptive Holdings, the Investors, and Key Holders desire to amend and restate the Original Agreement as set forth herein; and

WHEREAS, The Articles of Association of the Company (the “**Articles of Association**”) provides that (a) the holders of record of the shares of the Series A Preference Shares, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Company (the “**Series A Directors**”); and (b) the holders of record of the shares of ordinary shares, 0.02 CHF par value per share, of the Company (“**Ordinary Shares**”), exclusively and as a separate

class, shall be entitled to elect four (4) directors of the Company's board of directors (the "**Board**").

NOW, THEREFORE, the parties agree as follows:

1. Voting Provisions Regarding the Board.

1.1 Size of the Board. Each Shareholder agrees to vote, or cause to be voted, all Shares (as defined below) owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall be set and remain at six (6) directors. For purposes of this Agreement, the term "**Shares**" shall mean and include any securities of the Company that the holders of which are entitled to vote for members of the Board, including without limitation, all shares of Ordinary Shares and Series A Preference Shares, by whatever name called, now owned or subsequently acquired by a Shareholder, however acquired, whether through share splits, share dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition. Each Shareholder agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of shareholders at which an election of directors is held or pursuant to any written consent of the shareholders, subject to Section 5, the following persons shall be elected to the Board:

(a) For so long as the Investors hold at least 1,350,000 shares of Series A Preference Shares, two (2) persons designated from time to time by the majority of the Series A Preference Shares held by the Investors, which individuals will initially be Terren Peizer and Matti Liukas (the "**Series A Directors**"); and

(b) Four (4) persons designated from time to time by the holders of a majority of the Ordinary Shares held by the Key Holders, which individuals shall initially be Scott Walker, Mrinal Manohar, Ralf Kubli, and Patrick Storchenegger.

To the extent that any of clauses (a) and (b) above shall not be applicable, any member of the Board who would otherwise have been designated in accordance with the terms thereof shall instead be voted upon by all the shareholders of the Company entitled to vote thereon in accordance with, and pursuant to, the Articles of Association.

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "**Person**") shall be deemed an "**Affiliate**" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

1.3 Failure to Designate a Board Member. In the absence of any designation from the groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if still eligible and willing to serve as provided herein and otherwise, such Board seat shall remain vacant.

1.4 Removal of Board Members. Each Shareholder also agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Subsections 1.2 or 1.3 of this Agreement may be removed from office other than for cause unless (i) such removal is directed or approved by group entitled hereunder to designate that director; or (ii) the group originally entitled to designate or approve such director or occupy such Board seat hereunder is no longer so entitled to designate or approve such director;

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Subsections 1.2 or 1.3 shall be filled pursuant to the provisions of this Section 1; and

(c) upon the request of any party entitled to designate a director as provided in Subsection 1.2(a) or 1.2(b) to remove such director, such director shall be removed.

All Shareholders agree to execute any written consents required to perform the obligations of this Section 1, and the Company agrees at the request of any Person or group entitled to designate directors to call a special meeting of shareholders for the purpose of electing directors.

1.5 No Liability for Election of Recommended Directors. No Shareholder, nor any Affiliate of any Shareholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Shareholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

1.6 No “Bad Actor” Designees. Each Person with the right to designate or participate in the designation of a director as specified above hereby represents and warrants to the Company that, to such Person’s knowledge, none of the “bad actor” disqualifying events described in Rule 506(d)(1)(i)-(viii) under the Securities Act of 1933, as amended (the “**Securities Act**”) (each, a “**Disqualification Event**”), is applicable to such Person’s initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a “Disqualified Designee”. Each Person with the right to designate or participate in the designation of a director as specified above hereby covenants and agrees (A) not to designate or participate in the designation of any director designee who, to such Person’s knowledge, is a Disqualified Designee and (B) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such

actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

2. Vote to Increase Authorized Ordinary Shares. Each Shareholder agrees to vote or cause to be voted all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Ordinary Shares from time to time to ensure that there will be sufficient shares of Ordinary Shares available for conversion of all of the shares of Preference Shares outstanding at any given time.

3. Drag-Along Right.

3.1 Definitions. A “**Sale of the Company**” shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from shareholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a “**Share Sale**”); or (b) a transaction that qualifies as a “**Liquidation Event**” as defined in the Articles of Association.

3.2 Actions to be Taken. In the event that (i) the holders of at least a majority of the Ordinary Shares then issued or issuable upon conversion of the shares of Series A Preference Shares, (ii) the Board (including the approval of at least one Series A Director), and (iii) the holders of a majority of the then outstanding shares of Ordinary Shares, voting as a separate class (collectively, (i)-(iii) are the “**Selling Investors**”) approve a Sale of the Company in writing, specifying that this Section 3 shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in Subsection 3.3 below, each Shareholder and the Company hereby agree:

(a) if such transaction requires shareholder approval, with respect to all Shares that such Shareholder owns or over which such Shareholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment or restatement to Articles of Association required to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if such transaction is a Share Sale, to sell the same proportion of shares in the capital of the Company beneficially held by such Shareholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Shares, and, except as permitted in Subsection 3.3 below, on the same terms and conditions as the other Shareholders of the Company;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investors in order to carry out the terms and provision of this Section 3, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental

filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(e) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company; or (ii) asserting any claim or commencing any suit (x) challenging the Sale of the Company or this Agreement, or (y) alleging a breach of any fiduciary duty of the Selling Investors or any affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Company, or the consummation of the transactions contemplated thereby;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Section 3 includes any securities and due receipt thereof by any Shareholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Selling Investors, in connection with such Sale of the Company, appoint a Shareholder representative (the "**Shareholder Representative**") with respect to matters affecting the Shareholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Shareholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Shareholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Shareholder Representative in connection with such Shareholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Shareholders, and (y) not to assert any claim or commence any suit against the Shareholder Representative or any other Shareholder with respect to any action or inaction taken or failed to be taken by the Shareholder Representative, within the scope of the Shareholder Representative's authority, in connection with its service as the Shareholder Representative, absent fraud, bad faith, or willful misconduct.

3.3 Conditions. Notwithstanding anything to the contrary set forth herein, a Shareholder will not be required to comply with Subsection 3.2 above in connection with any proposed Sale of the Company (the "**Proposed Sale**"), unless:

(a) the Shareholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders); and

(b) upon the consummation of the Proposed Sale (i) each holder of each class or series of the shares in the capital of the Company will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of shares, and if any holders of any shares in the capital of the Company are given a choice as to the form of consideration to be received as a result of the Proposed Sale, all holders of such shares will be given the same option, (ii) each holder of a series of Preference Shares will receive the same amount of consideration per share of such series of Preference Shares as is received by other holders in respect of their shares of such same series, (iii) each holder of Ordinary Shares will receive the same amount of consideration per Ordinary Share as is received by other holders in respect of their Ordinary Shares, and (iv) unless waived pursuant to the terms of the Articles of Association and as may be required by law, the aggregate consideration receivable by all holders of the Preference Shares and Ordinary Shares shall be allocated among the holders of Preference Shares and Ordinary Shares on the basis of the relative liquidation preferences to which the holders of each respective series of Preference Shares and the holders of Ordinary Shares are entitled in a Liquidation Event (assuming for this purpose that the Proposed Sale is a Liquidation Event) in accordance with the Company's Articles of Association in effect immediately prior to the Proposed Sale; provided, however, that, notwithstanding the foregoing provisions of this Subsection 3.3(b), if the consideration to be paid in exchange for the Key Holder Shares or Investor Shares, as applicable, pursuant to this Subsection 3.3(b) includes any securities and due receipt thereof by any Key Holder or Investor would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Key Holder or Investor of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Key Holder or Investor in lieu thereof, against surrender of the Key Holder Shares or Investor Shares, as applicable, which would have otherwise been sold by such Key Holder or Investor, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Key Holder or Investor would otherwise receive as of the date of the issuance of such securities in exchange for the Key Holder Shares or Investor Shares, as applicable;

3.4 Restrictions on Sales of Control of the Company. No Shareholder shall be a party to any Share Sale unless (a) all holders of Preference Shares are allowed to participate in such transaction(s) and (b) the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Company's Articles of Association in effect immediately prior to the Share Sale (as if such transaction(s) were a Liquidation Event), unless the holders of at least the requisite percentage required to waive treatment of the transaction(s) as a Liquidation Event pursuant to the terms of the Articles of Association, elect to

allocate the consideration differently by written notice given to the Company at least 30 days prior to the effective date of any such transaction or series of related transactions.

4. Remedies.

4.1 Irrevocable Proxy and Power of Attorney. Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the President of the Company, and a designee of the Selling Investors, and each of them, with full power of substitution, with respect to the matters set forth herein, including, without limitation, votes to increase authorized shares pursuant to Section 2 hereof and votes regarding any Sale of the Company pursuant to Section 3 hereof, and hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of Sections 2 and 3 of this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the increase of authorized shares or approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Sections 2 and 3, respectively, of this Agreement or to take any action reasonably necessary to effect Sections 2 and 3, respectively, of this Agreement. The power of attorney granted hereunder shall authorize the President of the Company to execute and deliver the documentation referred to in Section 3.2(c) on behalf of any party failing to do so within ten (10) business days of a request by the Company. Each of the proxy and power of attorney granted pursuant to this Section 4.1 is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 5.1 hereof. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 5.1 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

4.2 Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

4.3 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Shareholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

4.4 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5. “Bad Actor” Matters.

5.1 Definitions. For purposes of this Agreement:

(a) **“Company Covered Person”** means, with respect to the Company as an “issuer” for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

(b) **“Disqualified Designee”** means any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

(c) **“Disqualification Event”** means a “bad actor” disqualifying event described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act.

(d) **“Rule 506(d) Related Party”** means, with respect to any Person, any other Person that is a beneficial owner of such first Person’s securities for purposes of Rule 506(d) under the Securities Act.

5.2 Representations.

(a) Each Person with the right to designate or participate in the designation of a director pursuant to this Agreement hereby represents that (i) such Person has exercised reasonable care to determine whether any Disqualification Event is applicable to such Person, any director designee designated by such Person pursuant to this Agreement or any of such Person’s Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable and (ii) no Disqualification Event is applicable to such Person, any Board member designated by such Person pursuant to this Agreement or any of such Person’s Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Notwithstanding anything to the contrary in this Agreement, each Investor makes no representation regarding any Person that may be deemed to be a beneficial owner of the Company’s voting equity securities held by such Investor solely by virtue of that Person being or becoming a party to (x) this Agreement, as may be subsequently amended, or (y) any other contract or written agreement to which the Company and such Investor are parties regarding (1) the voting power, which includes the power to vote or to direct the voting of, such security; and/or (2) the investment power, which includes the power to dispose, or to direct the disposition of, such security.

(b) The Company hereby represents and warrants to the Investors that no Disqualification Event is applicable to the Company or, to the Company’s knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3) is applicable.

5.3 Covenants. Each Person with the right to designate or participate in the designation of a director pursuant to this Agreement covenants and agrees (i) not to designate or participate in the designation of any director designee who, to such Person's knowledge, is a Disqualified Designee, (ii) to exercise reasonable care to determine whether any director designee designated by such person is a Disqualified Designee, (iii) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee, and (iv) to notify the Company promptly in writing in the event a Disqualification Event becomes applicable to such Person or any of its Rule 506(d) Related Parties, or, to such Person's knowledge, to such Person's initial designee named in Section 1, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

6. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Ordinary Shares (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its share option, share purchase or similar plan or an SEC Rule 145 transaction); (b) the consummation of a Sale of the Company and distribution of proceeds to or escrow for the benefit of the Shareholders in accordance with the Articles of Association; and (c) termination of this Agreement in accordance with Subsection 7.8 below.

7. Miscellaneous.

7.1 Additional Parties.

(a) Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Series A Preference Shares after the date hereof, as a condition to the issuance of such shares the Company shall require that any purchaser of such shares become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as an Investor and Shareholder hereunder. In either event, each such person shall thereafter be deemed an Investor and Shareholder for all purposes under this Agreement.

(b) In the event that after the date of this Agreement, the Company issues Ordinary Shares, or options to purchase Ordinary Shares, to any employee or consultant, which shares or options would collectively constitute with respect to such employee or consultant (taking into account all Ordinary Shares, options and other purchase rights held by such employee or consultant) one percent (1%) or more of the Company's then outstanding Ordinary Shares (treating for this purpose all Ordinary Shares issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted), the Company shall, as a condition to such issuance, cause such employee or consultant become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement, as a Key Holder, and thereafter such employee or consultant shall be deemed a Key Holder for all purposes under this Agreement.

7.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be an Investor and Shareholder, or Key Holder and Shareholder, as applicable. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Subsection 7.2. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Subsection 7.12.

7.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.4 Governing Law. This Agreement shall be governed by the internal law of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

7.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.7 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their email address or physical address as set forth on

Schedule A or Schedule B (as applicable) to the Original Agreement, or to such email address or physical address as subsequently modified by written notice given in accordance with this Subsection 7.7. If notice is given to the Company, a copy shall also be sent to Adam Ettinger, Esq., FisherBroyles, LLP, 5670 Wilshire Blvd, Suite 1800, Los Angeles, California 90036, email address: adam.ettinger@fisherbroyles.com.

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any shareholder or other notice at the email address as set forth on Schedule A or Schedule B (as applicable) to the Original Agreement, as updated from time to time by notice to the Company, or as on the books of the Company. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

7.8 Consent Required to Amend, Modify, Terminate or Waive. This Agreement may be amended, modified or terminated (other than pursuant to Section 5.1) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company; (b) the Key Holders holding a majority of the Shares then held by the Key Holders; and (c) the holders of a majority of the shares of Ordinary Shares issued or issuable upon conversion of the shares of Preference Shares held by the Investors (voting together as a single class). Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified or terminated and the observance of any term of this Agreement may not be waived with respect to any Investor or Key Holder without the written consent of such Investor or Key Holder unless such amendment, modification, termination or waiver applies to all Investors or Key Holders, as the case may be, in the same fashion;

(b) the provisions of Subsection 1.2(a) and this Subsection 7.8(b) may not be amended, modified, terminated or waived without the written consent of the holders of a majority of the Series A Preference Shares held by Investors;

(c) the provisions of Subsection 1.2(b) and this Subsection 7.8(c) may not be amended, modified, terminated or waived without the written consent of the holders of a majority of the Ordinary Shares held by the Key Holders;

(d) the consent of the Key Holders shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination, or waiver either (A) is not directly applicable to the rights of the Key Holders hereunder; or (B) does not adversely affect the rights of the Key Holders in a manner that is different than the effect on the rights of the other parties hereto;

(e) Schedules A hereto may be amended by the Company from time to time in accordance with Subsection 1.3 of the Purchase Agreement to add information regarding additional Purchasers (as defined in the Purchase Agreement) without the consent of the other parties hereto; and

(f) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party.

The Company shall give prompt written notice of any amendment, modification, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, modification, termination, or waiver effected in accordance with this Subsection 7.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, modification, termination or waiver. For purposes of this Subsection 7.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Shareholders circulated by the Company and executed by the Shareholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

7.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

7.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7.11 Entire Agreement. This Agreement (including the Exhibits hereto), the Articles of Association, and the other Transaction Agreements (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

7.12 Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

“THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN.”

The Company, by its execution of this Agreement, agrees that it will cause the certificates instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Subsection 7.12 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Subsection 7.12 herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

7.13 Share Splits, Share Dividends, etc. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Shareholders (including, without limitation, in connection with any share split, share dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Subsection 7.12.

7.14 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

7.15 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

7.16 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the District of Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court for the District of Southern District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY

DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

7.17 Aggregation of Shares. All Shares held or acquired by a Shareholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

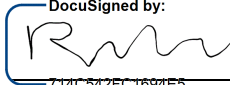
7.18 Spousal Consent. If any individual Shareholder is married on the date of this Agreement, such Shareholder's spouse shall execute and deliver to the Company a consent of spouse in the form of Exhibit B hereto ("**Consent of Spouse**"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Shareholder's Shares that do not otherwise exist by operation of law or the agreement of the parties. If any individual Shareholder should marry or remarry subsequent to the date of this Agreement, such Shareholder shall within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first written above.

COMPANY

CASPERLABS HOLDINGS AG

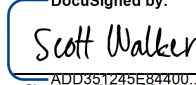
DocuSigned by:

By: _____
Name: Ralf Kubli

Title: Director
DocuSigned by:

By: _____
Name: Patrick Storchenegger
Title: Director

Address: Dammstrasse 16, CH-6300 Zug,
Switzerland

ADAPTIVE HOLDINGS LTD

DocuSigned by:

By: _____
Name: Scott Walker
Title: Director

Address: Floor 4, Willow House, Cricket
Square, Grand Cayman KY1- 9010, Cayman
Islands

KEY HOLDERS:

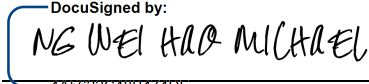
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: NG WEI HAO MICHAEL

Signature:  _____
4A5622C48B474DF...

Signatory: _____

KEY HOLDERS:

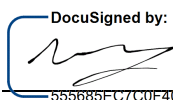
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Novel TMT Ventures Limited

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019

KEY HOLDERS:

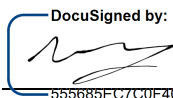
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Green Frog Investments Inc.

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by shareholder under the Voting Agreement, dated June 11, 2019

KEY HOLDERS:

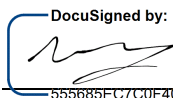
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Craig C. Sellars
Name: _____

Signature:  _____

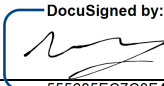
Signatory: Mrinal Manohar _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

Name: Jack Lynch _____

Executed by the President of
Adaptive Holdings Ltd. by Power of
Attorney granted by Shareholder
under the Voting Agreement, dated
June 11, 2019.

Signature:  _____
555685EC7C0F404...

Signatory: Mrinal Manohar _____

INVESTORS:

Name: _____

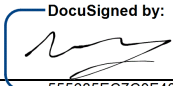
Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Steven Nerayoff

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

Signature: 
555685EC7C0F404...

Signatory: Mrinal Manohar

INVESTORS:

Name: _____

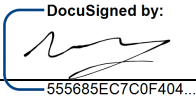
Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Daniel Schwartz _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

Signature:  _____

Signatory: Mrinal Manohar _____

INVESTORS:

Name: _____

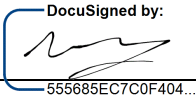
Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Brock Jeffrey Pierce

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

Signature: 

Signatory: Mrinal Manohar

INVESTORS:

Name: _____

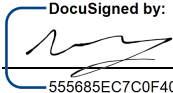
Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Ankur Prasad

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

Signature:  _____

Signatory: Mrinal Manohar

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

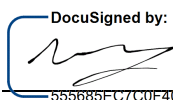
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: David C. Younts

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

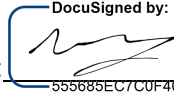
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Oneboat Capital Limited

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

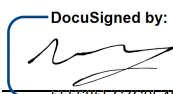
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Distributed Global Fund II LP

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

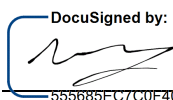
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Qualia LLC

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of
Adaptive Holdings Ltd. by Power of
Attorney granted by Shareholder
under the Voting Agreement, dated
June 11, 2019.

KEY HOLDERS:

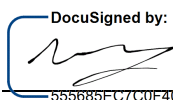
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: CryptoParenCy Master Fund, LP

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

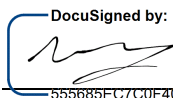
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Spark Capital Management Co., Ltd.

Signature:  _____

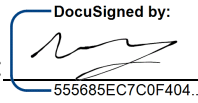
Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

Name: Coordination Technology LTD

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

Signature:  _____

Signatory: Mrinal Manohar

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

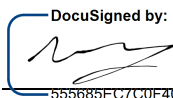
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: HashKey Blockchain Investment Fund

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

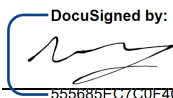
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Bell Limited Partnership

Signature:  _____

Signatory: Mrinal Manohar

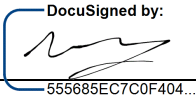
Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

KEY HOLDERS:

Michael Samuel Steuer

Name: _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019

Signature:  _____

Signatory: Mrinal Manohar _____

INVESTORS:

Name: _____


Signature: _____

Signatory: _____

KEY HOLDERS:

Stephen Jon Careaga
Name: _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

DocuSigned by:

Signature: _____
555685EC7C0F404...

Mrinal Manohar
Signatory: _____

INVESTORS:

Name: _____

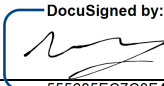
Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Edward Alexander Kelly _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11. 2019.

Signature:  _____
555685EC7C0F404...

Signatory: Mrinal Manohar _____

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

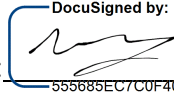
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Hamble International, Inc.

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019, to effect the Drag-Along Right.

KEY HOLDERS:


Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Gonzalo Federico Rodriguez-Fraile

Signature:  _____
35AA0BABA37E4E6...

Signatory: _____

KEY HOLDERS:

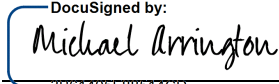
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Arrington XRP Capital Cayman SPV, Ltd.

Signature:  _____
3B61405F88514CD...

Signatory: Michael Arrington

KEY HOLDERS:

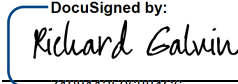
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: DAF ICO Fund Inc.

Signature:  _____
7198112506884C6...

Signatory: Richard Galvin

KEY HOLDERS:

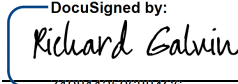
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Digital Asset Capital Management Inc.

Signature:  _____
7198112506884C6...

Signatory: Richard Galvin

KEY HOLDERS:

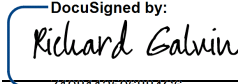
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Digital Asset Fund Inc.

Signature:  _____
7198112506884C6...

Signatory: Richard Galvin

KEY HOLDERS:


Name: _____

Signature: _____

Signatory: _____

INVESTORS:

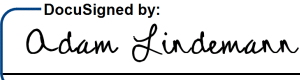
Name: Toshiaki Hatanaka _____

Signature:  _____
85EB6545B5224C1...

Signatory: _____

KEY HOLDERS:

Name: Adam Lindemann _____

Signature:  _____
21FAA5E569634DB...

Signatory: _____

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

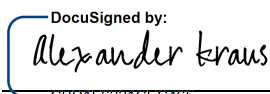
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Alexander Kraus _____

Signature:  _____
CBD1F6221CEC469...

Signatory: _____

KEY HOLDERS:

Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: HDAC Technology AG

Signature: DocuSigned by:
John Bae
F520451BFCT241C... DocuSigned by:
Patrick Storchenegger
D3144339C85D4F7...

Signatory: John Bae Patrick Storchenegger

KEY HOLDERS:

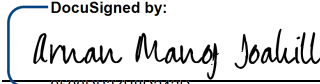
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Arnan Manoj Joahill

Signature:  _____
9500DB37B8D242D...

Signatory: _____

KEY HOLDERS:

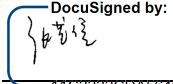
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

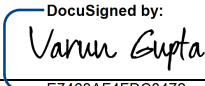
Name: SNZ Holding Limited

Signature:  _____
11C222ZCDA5649A...

Signatory: Yanling Zhang

KEY HOLDERS:

Name: Varun Gupta

Signature: 
E7463AF4FDC8472...

Signatory: _____

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

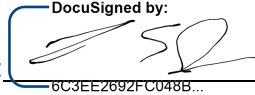
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Acuitas Group Holdings, LLC

Signature:  _____

Signatory: Terren Peizer

KEY HOLDERS:

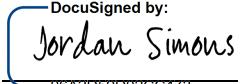
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: JRC Advisors LLC

Signature:  _____
06A2D59D02CC473...

Signatory: Jordan Simons

KEY HOLDERS:


Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Blockchange Ventures II, LP

Signature:  _____

Signatory: Ken Seiff

KEY HOLDERS:

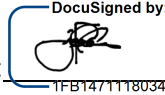
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Gwei Assets Limited

Signature:  _____

Signatory: Jovar Gaylan

KEY HOLDERS:

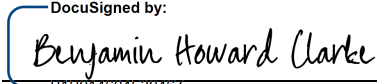
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Benjamin Howard Clarke _____

Signature:  _____
B1B914604F39467...

Signatory: _____

KEY HOLDERS:

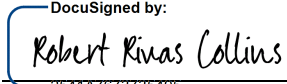
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Robert Rivas Collins

Signature:  _____
2541A7673735495...

Signatory: _____

KEY HOLDERS:

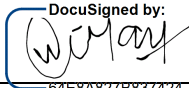
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: vijay Garg

Signature:  _____
64E8A827B837424...

Signatory: _____

KEY HOLDERS:

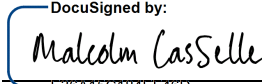
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Light Entertainment, Inc.

Signature:  _____
E36A15C184EF46D...

Signatory: Malcolm CasSelle

KEY HOLDERS:

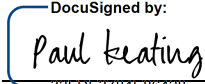
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

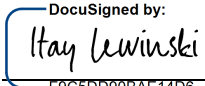
Name: Axiom Holdings Group, LLC

Signature:  _____
32FDE3784E86428...

Signatory: Paul Keating

KEY HOLDERS:

Name: Tokenseed SEZC

Signature: 
F9C5DD90BAE14D6...

Signatory: Itay Lewinski

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

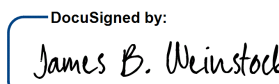
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Mostock Ventures LLC

Signature:  _____
3CCB140B176042E...

Signatory: James B. weinstock

KEY HOLDERS:

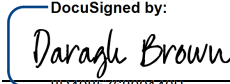
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Daragh Brown

Signature:  _____
8D408576800140B...

Signatory: _____

KEY HOLDERS:

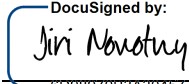
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

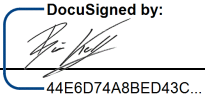
Name: Simpino Limited

Signature:  _____
6D98970B3A30457...

Signatory: Jiri Novotny

KEY HOLDERS:

Name: BKCM Digital Asset Master Fund LTD

Signature:  _____

Signatory: Brian Kelly

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

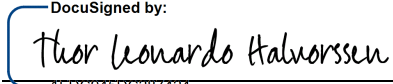
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

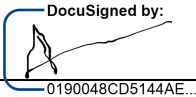
Name: Thor Leonardo Halvorsen _____

Signature:  _____
1FDC945DC287424...

Signatory: _____

KEY HOLDERS:

Name: Stephen Morris

Signature:  _____

Signatory: _____

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Derek Chan & Leigh Chan

Signature:  

Signatory: Derek Chan Leigh Chan

KEY HOLDERS:

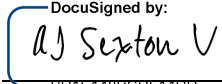
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Sexton Equities, LLC

Signature:  _____
B01E148BCDF14DD...

Signatory: AJ Sexton V

KEY HOLDERS:


Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: George Lambeth

Signature:  _____
29718705C3904A1...

Signatory: _____

KEY HOLDERS:

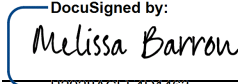
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Melissa Barron

Signature:  _____
B2928ACFF4D1463...

Signatory: _____

KEY HOLDERS:

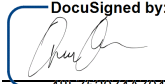
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Omer ozden _____

Signature:  _____
48F752074A7045Z...

Signatory: _____

KEY HOLDERS:

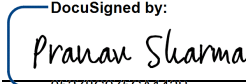
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Woodstock Inc.

Signature:  _____
U5278C975CA142B...

Signatory: Pranav Sharma

KEY HOLDERS:

Name: Mervyn Chng Ren Yong

Signature: DocuSigned by:
Mervyn Chng Ren Yong
60A5D9B93B56441...

Signatory: _____

INVESTORS:

Name: Mervyn Chng Ren Yong

Signature: DocuSigned by:
Mervyn Chng Ren Yong
60A5D9B93B56441...

Signatory: _____

KEY HOLDERS:

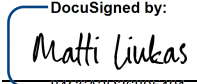
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Consensus Capital LLC

Signature:  _____
84C6A2D36805401...

Signatory: Matti Liukas

KEY HOLDERS:

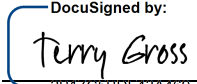
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Terry Gross _____

Signature:  _____
2B17C5BDF43A469...

Signatory: _____

KEY HOLDERS:

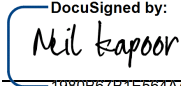
Name: Neil Kapoor

Signature: 
1980B67B1E564AA...

Signatory: _____

INVESTORS:

Name: Neil Kapoor

Signature: 
1980B67B1E564AA...

Signatory: _____

KEY HOLDERS:

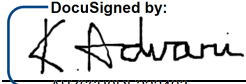
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Chain Consensus Limited

Signature:  _____
AB766B0DF222493...

Signatory: Kingsley Advani

KEY HOLDERS:

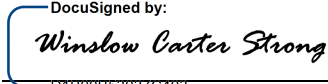
Name: _____

Signature: _____

Signatory: _____

INVESTORS:


Name: winslow carter strong

Signature:  _____
D1B00B53037C403...

Signatory: _____

KEY HOLDERS:

Name: Medha Parlikar

Signature: 
A931CAECCFCA498...

Signatory: _____

INVESTORS:

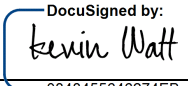
Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Kevin Watt

Signature: 
0848455646274EB...

Signatory: _____

INVESTORS:

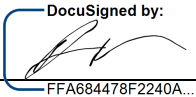
Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Joseph Murray

Signature:  _____

Signatory: _____

INVESTORS:

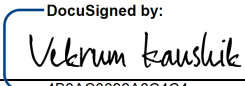
Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Vekrum Kaushik

Signature: 
4B3AC0692A6C4C4...

Signatory: _____

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

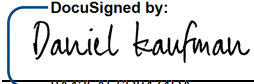
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Daniel Kaufman

Signature:  _____
8A42FAE6D8474DA...

Signatory: _____

KEY HOLDERS:

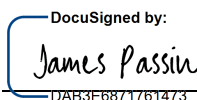
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: James Passin

Signature:  _____
DAB3E6871761473...

Signatory: _____

KEY HOLDERS:

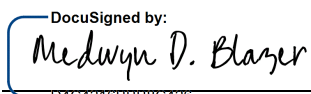
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Medwyn D. Blazer

Signature:  _____
D4C4216BBB8C426...

Signatory: _____

KEY HOLDERS:

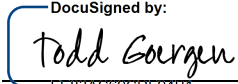
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

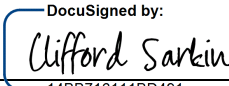
Name: Casper RAM LLC

Signature:  _____
FE83AC69CDF94B1...

Signatory: Todd Goergen

KEY HOLDERS:

Name: Clifford Sarkin

Signature: 
14BB716111BD491...

Signatory: _____

INVESTORS:

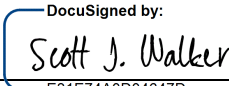
Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Scott J. walker

Signature: 
E31E74A0D04647D...

Signatory: _____

INVESTORS:


Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

Name: Mrinal Manohar

Signature: 
B2FFB589FC23461...

Signatory: _____

INVESTORS:

Name: _____

Signature: _____

Signatory: _____

KEY HOLDERS:

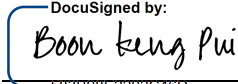
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Boon Keng Pui

Signature:  _____
583B98E2202C46D...

Signatory: _____

KEY HOLDERS:

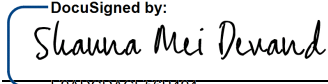
Name: _____

Signature: _____

Signatory: _____

INVESTORS:

Name: Shauna Mei Devand

Signature:  _____
E9ADCDACE56B494...

Signatory: _____

SCHEDULE A
Investors

Name	Preference Shares of CasperLabs
Acuitas Group Holdings, LLC	487,401
Alexander Kraus	7,463
Arnan Manoj Joahill	43,030
Arrington XRP Capital Cayman SPV, LTD.	29,851
Axiom Holdings Group, LLC	149,254
Bell Limited Partnership	158,704
Benjamin Howard Clarke	30,283
Blockchange Ventures II, LP	74,627
Casper RAM, LLC	77,520
Chain Consensus Limited	4,722
Consensus Capital LLC	149,254
Craig C. Sellars	9,422
CryptoParencey Master Fund, LP	19,015
DAF ICO Fund Inc.	29,851
Daniel Kaufman	18,775
Daragh Brown	9,418
David C. Younts	13,272
Derek Chan and Leigh Chan	37,314
Digital Asset Capital Management Inc.	11,941
Digital Asset Fund Inc.	14,926
Distributed Global Fund II LP	37,314
George Lambeth	7,463
Gonzalo Federico Rodriguez-Fraile	22,389
Green Frog Investments Inc.	19,035
Gwei Assets Limited	46,732
Hamble International, Inc.	18,675
HashKey Blockchain Investment Fund	37,314
HDAC Technology AG	298,508
James Passin	9,670
JRC Advisors LLC	18,910
Light Entertainment, Inc.	4,717
Medwyn David Blazer	9,406
Melissa Barron	9,506
Mervyn Chng Ren Yong	47,537
Wei Hao Michael Ng	19,015
Mostock Ventures LLC	7,463

Neil K. Kapoor		9,489
Novel TMT Ventures Limited		9,443
Omer Ozden		19,048
Oneboat Capital Limited		74,627
Boon Keng Pui		19,000
Qualia LLC		9,376
Robert Rivas Collins		11,071
Sexton Equities, LLC		11,278
Shauna Mei Devand		1,493
Simpino Limited		12,381
SNZ Holding Limited		15,672
Spark Capital Management Co., LTD		14,926
Terry Gross		9,506
Thor Leonardo Halvorssen		18,889
Toshiaki Hatanaka		9,510
Vijay Garg		15,672
Winslow Carter Strong		59,702
Woodstock Inc.		18,657
Total		2,329,437

SCHEDULE B
Key Holders

Name	Ordinary Shares of CasperLabs
Adam Lindemann	15,300
Ankur Prasad	38,200
BKCM Digital Asset Master Fund LTD	45,900
Brock Jeffrey Pierce	133,000
Clifford Sarkin	30,600
Coordination Technology LTD	400,000
Daniel Schwartz	5,100
Edward Alexander Kelly	300,000
Jack Lynch	7,650
Joseph Murray	7,650
Kevin Watt	38,200
Medha Parlikar	122,400
Mervyn Chng Ren Yong	30,600
Michael Samuel Steuer	300,000
Mrinal Manohar	400,000
Neil K. Kapoor	30,000
Scott J. Walker	400,000
Stephen Jon Careaga	300,000
Stephen Paul Morris	267,000
Steven Nerayoff	81,967
Tokenseed SEZC	62,732
Varun Gupta	61,200
Vekrum Kaushik	30,600
Total	3,108,099

EXHIBIT A
ADOPTION AGREEMENT

This Adoption Agreement (“**Adoption Agreement**”) is executed on _____, 20__ by the undersigned (the “**Holder**”) pursuant to the terms of that certain Amended and Restated Voting Agreement dated as of June 30, 2020 (the “**Agreement**”), by and among the Company and certain of its Shareholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares in the capital of the Company (the “**Shares**”), for one of the following reasons (Check the correct box):

- As a transferee of Shares from a party in such party’s capacity as an “Investor” bound by the Agreement, and after such transfer, Holder shall be considered an “Investor” and a “Shareholder” for all purposes of the Agreement.
- As a transferee of Shares from a party in such party’s capacity as a “Key Holder” bound by the Agreement, and after such transfer, Holder shall be considered a “Key Holder” and a “Shareholder” for all purposes of the Agreement.
- As a new Investor in accordance with Subsection 7.1(a) of the Agreement, in which case Holder will be an “Investor” and a “Shareholder” for all purposes of the Agreement.
- In accordance with Subsection 7.1(b) of the Agreement, as a new party who is not a new Investor, in which case Holder will be a “Shareholder” for all purposes of the Agreement.
- In accordance with Subsection 7.1(b) of the Agreement, as a new party who is not a new Investor, whom the Company has requested to be considered a “Key Holder”, in which case Holder shall be considered a “Key Holder” and a “Shareholder” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Shares, and any other shares or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

HOLDER: _____

ACCEPTED AND AGREED:

By: _____
Name and Title of Signatory

CASPERLABS HOLDINGS AG

Address: _____

By: _____

Title: _____

Email: _____

Email: _____

EXHIBIT B

CONSENT OF SPOUSE

I, [_____], spouse of [_____], acknowledge that I have read the Amended and Restated Voting Agreement, dated as of June 30, 2020, to which this Consent is attached as Exhibit B (the “**Agreement**”), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding the voting and transfer of shares in the capital of the Company that my spouse may own, including any interest I might have therein.

I hereby agree that my interest, if any, in any shares in the capital of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares in the capital of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated: _____

_____ *[Name of Key Holder's Spouse]*